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Agreement Number H

Cooperative Agreement
Between
The United States Department of the Interior
National Park Service
and the
City of Minneapolis, Minnesota

Beginning Date: date of signing

Completion Date: February 28, 2007

Funding Account: 4525-0017-454

Not to Exceed \$100,000.00

Project Title: Groundwork Minneapolis

ARTICLE I - BACKGROUND AND OBJECTIVES

A. Background – NPS and the US Environmental Protection Agency have signed an Interagency Agreement, NPS # 1443 IA 4520-97-001 Amendment #6, EPA # DW 14937875-01-6, for the purpose of awarding cooperative agreements to encourage the clean-up and reuse of contaminated sites in Brownfield communities and to develop sustainable community-based environmental conservation efforts. The Interagency Agreement furthers the intent of the July 26, 1996 Memorandum of Understanding between EPA's Office of Solid Waste and Emergency Response (EPA) and the USDI-NPS Rivers, Trails and Conservation Assistance Program (NPS), to support implementation of the Groundwork model which has been successfully developed in Great Britain to reclaim derelict land for economic development, conservation and recreation.

The City of Minneapolis (City) has been designated an EPA Brownfields Pilot and an EPA Brownfields Showcase Community. To build on their commitment to reclaim brownfields for community benefit the City of Minneapolis convened the Groundwork Minneapolis Steering Committee representing citizens, neighborhood groups, businesses, nonprofits and the city to evaluate the Groundwork USA Initiative for Minneapolis. Based on discussions and site visits with NPS, the City and the Steering Committee have deemed the Groundwork model to be appropriate for Minneapolis and in need of development.

The City and the Steering Committee submitted a proposal to be designated a Groundwork USA pilot community. The proposal was selected by NPS to receive Groundwork USA Pilot Funding and Technical Assistance from NPS. Funding will be provided by the above referenced Interagency Agreement. The Rivers, Trails and Conservation Assistance Program of NPS has committed resources in the FY 2002 program to provide technical assistance and work in partnership with the City and the Steering Committee to undertake development of Groundwork Minneapolis.

B. Objective - The specific purpose of the Interagency Agreement is to support the establishment of local Groundwork organizations in Brownfield communities to improve their environment, economy and quality of life through local action. The objectives of this cooperative agreement are:

- to determine if a Groundwork Minneapolis organization is feasible, what role it would fulfill, who its partners would be, how it would be funded and insure there is consensus for the development Groundwork Minneapolis, and
- to establish Groundwork Minneapolis if the partners decide it is feasible and has a role in Minneapolis to support community led conservation and brownfield remediation projects.

ARTICLE II - AUTHORITY

- 16 U.S.C. 460.1-1(d) of the Outdoor Recreation Organic Act authorizes the Secretary of the Interior to provide technical assistance and advice and to cooperate with States, political subdivisions, and private interests, including nonprofit organizations, with respect to outdoor recreation.
- 16 U.S.C. 1246(b) authorizes the Secretary to assist organizations to operate develop and maintain trails throughout the nation.
- 16 U.S.C. 1282(b) authorizes the Secretary is authorized pursuant to assist, advise, and cooperate with States or their political subdivisions to plan, protect, and manage river resources.
- 16 U.S.C. Section 1g, authorizes the National Park Service, beginning in fiscal year 1997 and thereafter, to enter into cooperative agreement that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to 31 U.S.C. 6305 to carry out public purposes of National Park Service programs.
- 16 U.S.C. Section 1a-2(j), also known as " The Omnibus Parks and Public Lands Management Act of 1996" authorizes the National Park Service to "enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park System, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the Federal procurement regulations."
- NPS through its Rivers, Trails and Conservation Assistance Program provides technical assistance and funding to support community-based conservation efforts.

ARTICLE III - STATEMENT OF WORK

The City agrees that the funds made available through this Agreement will be used to support the reuse of Brownfields and other derelict sites for conservation, recreation, economic development and community benefit through development of Groundwork Minneapolis. The funding can be used for planning, organizing and promoting the development of Groundwork Minneapolis and the Groundwork USA Initiative. The funds cannot be used for design and construction of specific projects. For the duration of this agreement, quarterly reports shall be submitted to the National Park Service documenting the work of the Steering Committee and accounting all project expenditures, including additional support leveraged from other sources to support this effort. Annual reports shall be submitted to the National Park Service which summarize accomplishments and the program budget for the previous 12 months.

The NPS and the City of Minneapolis agree to perform the functions specified below in accordance with the provisions of this agreement.

A. The NPS agrees to:

- Support the City of Minneapolis and the Steering Committee with the funding from this Agreement and ongoing technical assistance. Staff support will be provided by the Rivers & Trails Program, committing up to approximately 0.25 FTE hours for three to four years, to support the work of the City and the Steering Committee through Phase I and to support the work of the City and the Groundwork Minneapolis Board and Executive Director in Phase II.
- Participate in the Steering Committee and the development of the Feasibility Study/Strategic Plan and in the establishment of Groundwork Minneapolis, if the Steering Committee decides to proceed.
- Help coordinate the work of the City and the Steering Committee with the Groundwork USA Steering Committee, the other Groundwork pilot programs and with Groundwork UK.

B. The City of Minneapolis agrees to work with the Groundwork Minneapolis Steering Committee and NPS to accomplish the following tasks:

Phase I: Feasibility Study/Strategic Plan

- Assemble a diverse Steering Committee with representatives from local government, business, nonprofits, philanthropic and the neighborhoods to consider the appropriateness and viability of establishing Groundwork Minneapolis, to complete the Feasibility Study/Strategic Plan and to lead the process.
- Hire a qualified project manager or consultant to work with the Steering Committee to complete the work of Phase I. Marjorie Terrell, Environmental Management Department, City of Minneapolis, will serve as staff for the Steering Committee, to approximately 0.25 Full Time Equivalent hours for the duration of Phase I
- Assure that a member of the Steering Committee participates in the activities of Groundwork USA to coordinate program development with the other Groundwork USA Pilots, to benefit from their experiences and to share in its direction.
- Produce a Feasibility Study/Strategic Plan to identify the role of Groundwork Minneapolis, opportunities for partnership and projects and strategies for organizing, funding and launching Groundwork that are consistent with the Groundwork USA Membership Agreement.
- Complete the Feasibility Study/Business Plan within 6 months of the signing of this Agreement and participate in the decision of the Steering Committee on whether or not to proceed with developing Groundwork Minneapolis.
 1. If the Steering Committee decides to proceed with establishing Groundwork Minneapolis, then this agreement shall remain in place and continue to define the workplan of the Steering Committee and the National Park Service as part of Phase II. This decision must be endorsed by the City of Minneapolis, the Environmental Protection Agency Brownfields Program and the National Park Service Rivers & Trails Program to proceed with Phase II of this agreement.
 2. If the Steering Committee decides **not** to establish Groundwork Minneapolis, then the work under this Agreement shall be discontinued and the Agreement terminated.
- Submit 2 copies of the Feasibility Study/Strategic Plan to the National Park Service along with a record of the decision made by the Steering Committee and any endorsement by the City.

Phase II: Establishing Groundwork Minneapolis

- Establish Groundwork Minneapolis in accordance with the Feasibility Study/Strategic Plan and provide the balance of funds from this Agreement to support that effort.
- Produce a marketing strategy to explain the role and function of Groundwork Minneapolis to the broader community and build their support.
- Undertake demonstration projects with funding from other sources to announce the launch of Groundwork Minneapolis.
- Produce a Groundwork Minneapolis promotional folder, web site and banner to display at the project openings, in accordance with the standards of the Groundwork USA network.
- Document all funding, in-kind services, volunteer hours, materials and equipment leveraged by Groundwork Minneapolis for projects and operations. Maintain a photographic record and list of accomplishments for all projects undertaken by Groundwork Minneapolis.

C. The NPS and City of Minneapolis agree to:

- Work in partnership with the EPA and the Groundwork Minneapolis Steering Committee to accomplish the work outlined in this cooperative agreement.

ARTICLE IV - TERMS OF AGREEMENT

The agreement will become effective upon signature of both parties and extend through February 28, 2007.

ARTICLE V- KEY OFFICIALS

The key officials specified below in this agreement are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in place of the designated key official, in an emergency or otherwise.

A. For the National Park Service:

Project Manager:
Douglas Evans
Manager, Groundwork USA Initiative
National Park Service, 15 State Street
Boston, MA 02109
617-223-5124
Fax 617-223-5164
E-mail douglas_evans@nps.gov

B. For City of Minneapolis:

Marjorie Terrell
Environmental Management Department
City of Minneapolis
250 South 4th Street
Minneapolis, MN 55415
612-673-5441

C. Communications – The City of Minneapolis shall address any communication regarding this agreement to the Contracting Officer, with a copy to the Program Manager. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Program Manager.

D. Changes in Key Officials – Neither the NPS nor the City of Minneapolis may make any change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice shall include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this agreement. Any change in key officials shall be made only by modification to this agreement.

ARTICLE VI – AWARD AND PAYMENT

A. Funding not to exceed \$100,000.00 is provided through this agreement

B. Chargeable Appropriation – The chargeable appropriation for this agreement is account number 4525-0017-454. Nothing in this agreement shall be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this agreement in that fiscal year.

C. Request for Reimbursement – The NPS will reimburse the City of Minneapolis upon presentation of a written request for reimbursement. City of Minneapolis shall submit each such request on Standard Form 270 (SF- 270), Request for Advance or Reimbursement, original and two (2) copies, to the Contracting Officer at the address specified in Article V, Paragraph A. Payments will be made as follows:

Phase I

The first payment of \$10,000 will be made as an advance upon signing of this Agreement.

Phase II (if the Steering Committee, the City, EPA and NPS agree to proceed)

Payment #2 of \$30,000 will be made upon receipt of the Feasibility Study/Strategic Plan, with endorsements by the City of Minneapolis, EPA and NPS, and receipt and approval of a signed contract hiring an Executive Director for Groundwork Minneapolis.

A payment of \$30,000 will be made upon completion of the first demonstration project by Groundwork Minneapolis.

A payment of \$20,000 will be made upon completion of the Groundwork Minneapolis promotional folder with inserts, launching of the Groundwork Minneapolis web site and unveiling of the Groundwork Minneapolis banner.

The final payment of \$10,000 will be made upon receipt of the final report summarizing accomplishments and accounting all project expenditures, including additional support leveraged from other sources to support this effort. The City and Groundwork Minneapolis may submit the final report and request for payment at any time after all of the tasks specified above have been completed.

- D. Payment - Payment for advance or reimbursement of work accomplished or allowable costs incurred, will be made by electronics funds transfer.

ARTICLE VII – PRIOR APPROVAL

CITY OF MINNEAPOLIS shall obtain the prior written approval of NPS for the items specified in 43 CFR § 12.925 (b) and (c).

ARTICLE VIII – REPORTS AND/OR DELIVERABLES

- C. Recordkeeping – CITY OF MINNEAPOLIS shall keep records concerning this agreement in accordance with the requirements of Article XI, Paragraph A, General Provisions, and all applicable Office of Management and Budget Circulars.
- D. Access to Records
1. CITY OF MINNEAPOLIS shall give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this agreement.
 2. The NPS shall give CITY OF MINNEAPOLIS, or any authorized representative, the right to examine any records related to this agreement that otherwise would be available to CITY OF MINNEAPOLIS under the *Freedom of Information Act*, 5 U.S.C. § 552.

ARTICLE IX - PROPERTY UTILIZATION AND DISPOSITION

ARTICLE X - MODIFICATION AND TERMINATION

- A. This agreement may be modified only by a written instrument executed by both parties.
- B. Either party may terminate this agreement by providing the other party with 60 days advance written notice. In the event that one party provides the other party with notice of its intention to terminate,

the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to avoid terminating this agreement.

ARTICLE X - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. OMB Circulars and other Regulations – The following OMB Circulars and other regulations are incorporated by reference into this agreement:
 - (a) OMB Circular A-87, “Cost Principles for State, Local and Indian Tribal Governments”.
 - (b) OMB Circular A-97, “Provisions for Specialized and Technical Services to State and Local Governments”.
 - (c) OMB Circular A-102, as codified by 43 CFR Part 12, *Subpart C*, Uniform Administrative Requirements for grant-in-aid to State Governments"
 - (d) OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations"
 - (e) FAR Clause 52.203-12, Paragraphs (a) and (b) “Limitations on Payments to Influence Certain Federal Transactions”.
2. Non-discrimination Requirements -- All activities pursuant this agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC §6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religious or sex in providing for facilities and service to the public.
3. Lobbying Prohibition: 18 U.S.C. §1913, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
4. Anti-Deficiency Act – 31 U.S.C. § 1341- Nothing contained in this agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligations for the further expenditure of money in excess of such appropriations.
5. Minority Business Enterprise Development – Executive Order 12432 – It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its cooperative agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR § 12.76 for State and Local Governments.

6. Liability – The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by a non-governmental entities or persons, CITY OF MINNEAPOLIS will require that entity or person to:
 - (a) Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the contractor shall provide the NPS with confirmation of such insurance coverage; and
 - (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such persons or organizations, its representatives, or other employees; and
 - (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgements, and expenses arising out of, or from any omission or activity of such person organization, its representatives, or employees.

B. Special Provisions

Advertising and Endorsements:

CITY OF MINNEAPOLIS must obtain prior NPS approval before releasing any public information which refer to the Department of the Interior, any bureau or employee thereof (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the NPS along with the request for approval.

- C. **Certifications** – The following forms(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:
 1. DI-2010, U.S. Department of Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying
 2. Standard Form LLL Disclosure of Lobbying Activities

Important Note: Standard Form LLL is ONLY required for agreements over \$100,000 when a cooperator has lobbying activities to report.

ARTICLE XII --- ATTACHMENTS

- A. Form SF-424, Application for Financial Assistance

ARTICLE XIII -- SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

By: _____ Name/date _____
Name
Contracting Officer
Boston Support Office
15 State Street
Boston, MA 02109

FOR THE CITY OF MINNEAPOLIS:

By: _____ Name/date _____
R.T. Rybak, Mayor
City of Minneapolis, MN

Countersigned

By: _____ Name/date _____
John Moir, City Coordinator
City of Minneapolis, MN

By: _____ Name/date _____
Patrick Born, Chief Financial Officer
City of Minneapolis, MN

Approved as to Form by

By: _____ Name/date _____
Assistant City Attorney
City of Minneapolis, MN